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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO;
AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO; et al.,

Plaintiffs,

v.

UNITED STATES OFFICE OF PERSONNEL
MANAGEMENT, et al.,

Defendants.

Case No. 3:25-cv-01780-WHA

**DECLARATION OF DANIEL T.
RONNEBERG**

DECLARATION OF DANIEL T. RONNEBERG

I, Daniel T. Ronneberg, declare as follows:

1. I am over 18 years of age and competent to give this declaration. This declaration is based on my personal knowledge, information, and belief.

2. I am the president of the Federal Aviation Administration Employees Union, Local 1653, District Council 20, American Federation of State, County and Municipal Employees, AFL-CIO (“AFSCME Local 1653” of the “Union”). AFSCME Local 1653 is affiliated with AFSCME District Council 20. District Council 20, through its constituent local unions like Local 1653, represents federal civilian employees in agencies and departments across the federal government.

3. Before becoming the local union president, I have been employed by the FAA as a Regulation Analyst in the Office of Rulemaking for the U.S. Department of Transportation (“DOT”), Federal Aviation Administration (“FAA”) and was previously an Aviation Safety Inspector for the FAA. The FAA’s mission is to provide the safest, most efficient aerospace system in the world. I have been employed with the FAA for 15 years and I am a veteran, having previously served in the U.S. Air Force for 14 years as a pilot.

4. AFSCME Local 1653 represents a bargaining unit of over 2000 non-supervisory civil servants who work for the FAA. These employees include Aviation Safety Inspectors, Regulation Analysts, Accident Investigators, Economists, Computer Scientists, Regulation Attorneys, Enforcement Attorneys, Program Managers, Administrative Staff and Office Assistants, Operation Research Analysts, Policy Analysts, Technical Operations Specialists, Airport Inspectors, and others. Also in the bargaining unit are employees who work within the Air Traffic Organization and Aviation Safety departments at the FAA’s headquarters. These bargaining unit members are highly technical policy experts who formulate FAA safety policy or provide analysis of safety data to recommend improvements to the nation aerospace operations.

5. AFSCME Local 1653 bargaining unit employees all report to the FAA headquarters, but some employees’ duty stations are in other states including California, New Jersey, Oklahoma, Washington, Georgia, and others.

6. AFSCME Local 1653 represents the interests of the FAA’s non-supervisory civil

1 servants. Our core functions include providing support, guidance, and resources to bargaining unit
2 employees as the officially recognized exclusive representative.

3 7. As the exclusive representative for the nonsupervisory FAA civil servants, AFSCME
4 Local 1653 enters into collective bargaining negotiations with the FAA on a wide variety of terms and
5 conditions of employment and represents bargaining unit members through the negotiated grievance
6 process.

7 8. AFSCME Local 1653 and the FAA are parties to a collective bargaining agreement that
8 memorializes negotiated terms and conditions of employment, benefits, rules, a grievance procedure
9 and other procedures of the workplace.

10 9. Early on Saturday, February 15, 2025, bargaining unit members who are probationary
11 employees began notifying the union by phone and email messages that the FAA sent these employees
12 and email message with the subject “Notification of Termination During Probationary Period”
13 notifying employees that the FAA was terminating their employment, effective February 14, 2025. The
14 emails to affected employees were sent to the employees in the middle of the night, between midnight
15 and 2:00 a.m., on February 15. Attached as Exhibit 1 is a true and correct copy of an exemplar of this
16 email, which was provided to me by one of our members who received it. I have seen many copies of
17 this email sent to different members, and they are identical.

18 10. The email to the affected probationary employees explained to the employees that they
19 were being removed from their position during the “probationary/trial period.” The email states that
20 the FAA finds that “based on your performance, you have not demonstrated that your further
21 employment at the DOT FAA would be in the public interest.” The email also states that “[t]he nature
22 of your appointment does not provide you the right to appeal your termination under a negotiated or
23 administrative grievance procedure, nor to appeal it to the Merit Systems Protection Board.”

24 11. The email termination notice also included, as attachments, three documents titled “FAA
25 Offboarding Instructions,” an “SF-8 Unemployment Compensation” form, and a “What Happens to
26 Your Government Benefits After Separating from Federal Service (Non-Retirement)” fact sheet.

27 12. The email termination notice sent to employees was not sent from a “@FAA.gov” email
28 address that the FAA normally uses to communicate with bargaining unit members. Instead, the email

1 terminations came from a “ASK_AHR_EXEC_Orders@usfaa.mail.onmicrosoft.com” email address.
2 This initially caused confusion among the affected probationary employees as the email looked
3 unofficial or appeared to be a phishing scam. The Union had to verify the validity of the email
4 terminations as it did not receive any advance notice that the FAA would terminate probationary
5 employees.

6 13. Within hours of receiving the email termination notices, affected probationary
7 employees were locked out of FAA systems, unable to access any information, including important
8 personnel documents such as past performance appraisals, or use their email addresses to contact their
9 supervisors about their important pending work projects affecting public safety or contact human
10 resources to ask questions about the termination notices.

11 14. As of the time of this declaration, at least, forty-five (45) FAA probationary employees
12 and AFSCME Local 1653 bargaining-unit members have been terminated. These affected employees
13 were Management and Program Analysts in Facility Security, Management Support Specialists in
14 Resource Management, Data Scientists in Safety Analysis, Regulation Attorneys, Enforcement
15 Attorneys, Environmental Attorneys, Economists in the Forecast and Performance Analysis Division,
16 Executive Staff Assistants, Regulation Analysts in various divisions, Computer Scientists, and others.
17 Several of these bargaining unit members who were terminated work on promulgating or enforcing
18 FAA safety regulations that support the FAA’s safety mission. Another affected employee was a
19 Management and Program Analyst who was responsible for processing a crucial step to place
20 individuals in the Air Traffic Controller Academy that trains Air Traffic Controllers.

21 15. Affected probationary employees are heartbroken and stressed by the negative impact
22 of the unexpected and abrupt terminations on their lives and the lives of their families and their
23 important work supporting the safety mission of the FAA. Affected employees and the Union were left
24 with many unanswered questions. The FAA did not notify the Union of the mass terminations nor did
25 it even provide the Union information on the scope of the terminations after the email terminations
26 were sent out. The Union had to submit a formal information request to the FAA to provide a list of the
27 affected bargaining unit members. The Union has had to reach out to each of the affected probationary
28 employees to assess their termination, provide information and guidance, and research the employees’

1 legal rights in response to these terminations.

2 16. Since the termination notices were sent to affected probationary employees, the union
3 has been flooded with emails and phone calls from affected employees. Hundreds of other bargaining
4 unit members who have not been affected are worried about their positions within the FAA and are
5 asking the union if they will be terminated next. Affected employees are asking the union about subjects
6 including the process to continue health insurance coverage; where and how to file for unemployment
7 insurance; the effect of the termination email characterizing the termination as being based on
8 “performance” on their future job search; resources for any job leads in the area; and whether the
9 termination is legal at all. The union has had to seek legal advice and resources from District Council
10 20 and AFSCME International Union on member’s rights.

11 17. Since the FAA issued its probationary employee termination letters, the union has had
12 to divert all of its time and resources to engage with the membership on this issue and address their
13 concerns. The substantial increase in emails, phone calls, text messages, and requests for counseling
14 concerning the probationary employee terminations has diverted resources and time that the union
15 dedicates to its mission of advocating and negotiating for improved workplace conditions, organizing
16 new members, representing employees, and non-urgent administrative tasks to maintain the union.

17 18. As president of the local, since the terminations, I have dedicated at least eight hours a
18 day to assisting represented employees responding to these terminations. Other officers have also
19 assisted when their workload permits or during their off hours as needed. These demands placed on my
20 time to respond to member inquiries about the mass termination have caused me to set aside non-urgent
21 representational work or assist other bargaining unit employees with their representation needs, which
22 are ongoing, in the evenings, weekends, or while on personal leave. The union continues to receive
23 calls and emails from bargaining unit members about the probationary employee terminations. The
24 union is communicating with each affected bargaining unit member to provide information and
25 guidance.

26 19. Affected probationary employees are devastated and confused that the email
27 characterizes the termination as based on “performance” when the bargaining members who have
28 contacted the Union have never had their performance questioned and in many cases have exemplary

1 performance reviews or commendations. In fact, several employees received commendations for
2 excellent performance in the days leading up to the terminations. Some employees were so new that
3 the FAA never even conducted an evaluation of their performance. Many affected employees felt
4 betrayed by the termination notice because they received excellent performance reviews and were led
5 to believe that their important work supporting aviation safety for the public was valued. Affected
6 employees are distressed about the termination emails citing performance as the reason for the
7 termination with no justification and how this will impact them in future job searches.

8 20. Bargaining unit members are living in fear of how they will be able to financially
9 provide for their families and this is affecting their mental and physical health. Most of the affected
10 employees were at the beginning of their federal service and were already some of the lowest paid FAA
11 employees who moved to Washington D.C. at a great personal expense to serve the FAA in the public
12 interest. One probationary employee who was terminated was diagnosed with thyroid cancer the
13 following day and will now lose her health insurance in the face of this catastrophic diagnosis. Another
14 affected employee is a single mother of three that was already waiting tables on the weekends to make
15 ends meet. Now she has lost her primary employment. Another employee was a federal contractor
16 working at the FAA for more than twenty (20) years, who was recently promoted to the federal service
17 in recognition for her outstanding performance. It is extremely rare for a federal government agency
18 to convert a contractor to a federal employee, and that change in her employment status made her
19 probationary despite her years of experience at the FAA. Now this employee is left without a job despite
20 her outstanding performance and more than two decades of service in the agency.

21 21. One affected employee was an attorney working on Commercial Space Regulations in
22 the FAA's Chief Counsel's Office. She uprooted her life moved to Washington, D.C. to take an entry
23 level position working in her dream field focusing on space law for the FAA. She received her law
24 degree from one of the few U.S. law schools offering a program in space law and is extremely
25 passionate about the FAA's regulatory work concerning space safety. Prior to her termination, this
26 employee had been on the job for approximately 11 months. Her primary function was to provide legal
27 research and advice to the Office of Commercial Space Transportation and engaged in rulemaking,
28 reviewing technical evaluations for legal sufficiency, and enforcement of FAA safety regulations

1 concerning commercial space transportation. In her short tenure, this employee had more knowledge
2 about space law than any other staff attorney because of her specialized legal education and her position
3 was essential to support the FAA's safety mission while encouraging the development of the
4 commercial space sector. Despite her unique qualifications, early in the morning on February 15, 2025
5 this employee received a termination email and was subsequently locked out of all FAA systems. She
6 was blindsided by the termination, which leaves many of her important work projects concerning safety
7 in commercial space transportation in limbo. This affected probationary employee believes that her
8 termination has nothing to do with her performance, despite what her termination letter says. In fact,
9 this employee's year-end performance review for 2024 was excellent and on the very same day that
10 she was terminated, she was included in a group award for excellent performance. During her tenure
11 with the FAA her performance was never called into question. This employee is heartbroken that she
12 could no longer do her dream job in the public service. The termination has caused chaos in her life,
13 and she must now contemplate moving back in with family out of state while she deals with the
14 emotional distress, physical and mental stress, and financial ramifications of losing her job.

15 22. Affected probationary employees and the Union are concerned about the negative
16 impact that the terminations of employees from various FAA departments will have on the agency's
17 safety mission. By the very nature of the FAA's mission, the probationary employees who were
18 terminated work in vital chains of safety processes that ensure aerospace safety. Certain FAA
19 departments were already severely understaffed, causing individual employees to have a higher-than-
20 normal workload. Terminating probationary employees at the FAA will increase stress on an already
21 overstressed agency and cause chaos within many departments. Many of the terminated AFSCME
22 Local 1653 bargaining unit members who were probationary employees were involved in making and
23 enforcing crucial aerospace safety rules and regulations. Terminating these employees without any
24 justification and under the false pretext of unspecified "performance" issues—at a time when there had
25 been four major aviation accidents for flights in or originating in the U.S. after a period of about 15
26 years without such accidents—is beyond irresponsible to the public's safety.

27 23. Members of the FAA bargaining unit pay voluntary membership dues to the union,
28 which is the union's overwhelming source of operational funding. The union's budget will be

1 negatively impacted because of the loss of dues due to the terminations of probationary employees, and
2 its bargaining power will be diminished because of the loss of members.

3 I declare under penalty of perjury under the laws of the United States that the foregoing is true
4 and correct.

5 Executed on February 21, 2025, in San Diego, CA.

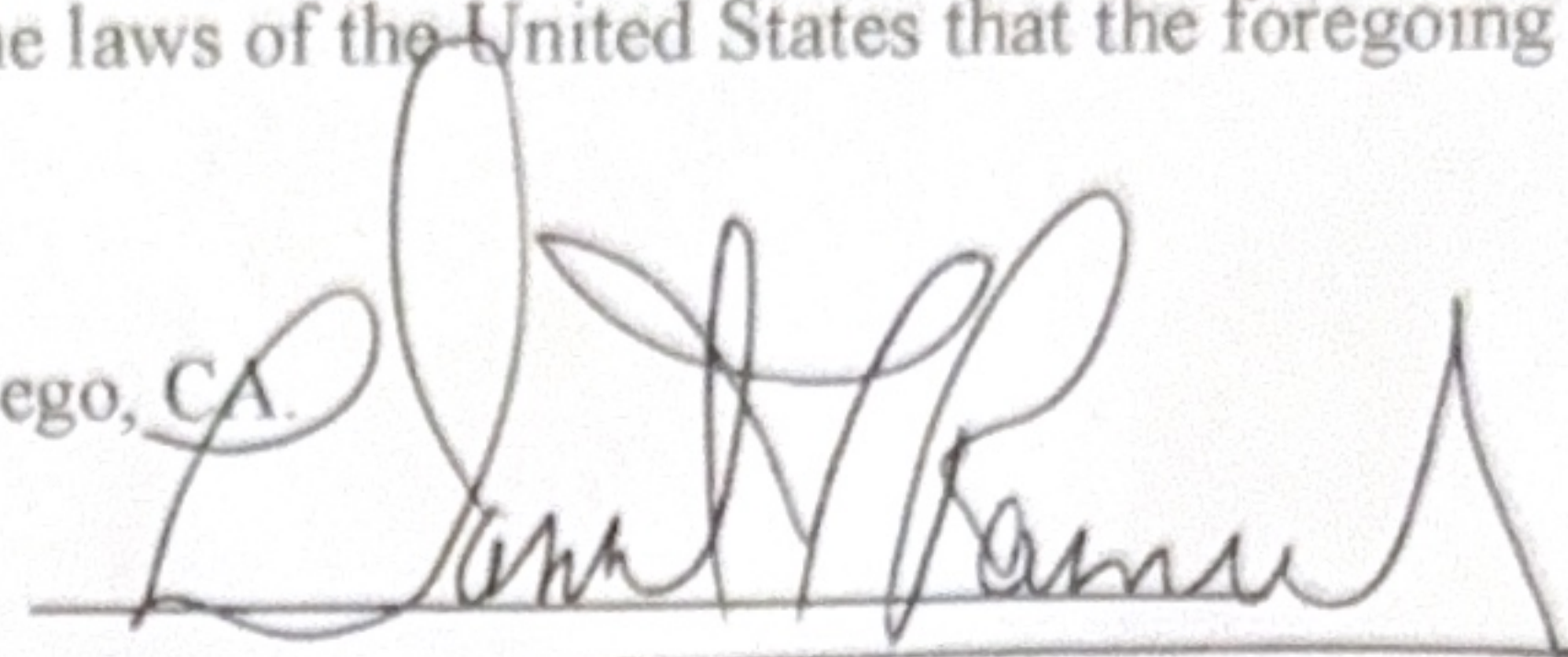
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EXHIBIT 1



Notification of Termination During Probationary Period

From DOT_FAA_Probationary_Period_Notice (FAA) <ASK_AHR_EXEC_Orders@usfaa.mail.onmicrosoft.com>

Date Fri 2/14/2025 11:42 PM

To

[REDACTED]

Cc

[REDACTED]

3 attachments (532 KB)

FAA Offboarding instructions.docx; SF-8 Unemployment Compensation_0.pdf; What-Happens-to-Your-Government-Benefits-After-Separating-from-Federal-Service.pdf;

February 14, 2025

MEMORANDUM FOR [REDACTED]

SUBJECT: Notification of Termination During Probationary Period

REFERENCES: Human Resource Policy Manual (HRPM) Volume 1: Employment Policy Chapter EMP-1.4
Human Resource Policy Manual (HRPM) Volume 4: Employee Relations Policy ChapterER-4.6

I regrettably inform you that I am hereby removing you from your position with the U.S. Department of Transportation (DOT) – Federal Aviation Administration (FAA) and federal service consistent with the above references, effective February 14, 2025.

As documented on your appointment Standard Form 50 (SF-50), your appointment is subject to a probationary/trial period. The agency also informed you of this requirement in the job opportunity announcement for the position.

Guidance from the Office of Personnel Management (OPM) states that an appointment is not final until the probationary period is over, and the probationary period is part of the hiring process for employees. A probationer is still an applicant for a finalized appointment to a particular position as well as to the federal service. Until the probationary period has been completed a probationer has the burden to demonstrate why it is in the public interest for the Government to finalize their appointment to the civil service.

DOT FAA finds, that based on your performance you have not demonstrated that your further employment at the DOT FAA would be in the public interest. For this reason, the DOT FAA is removing you from your position with DOT FAA and the federal civil service effective today.

Rights and Procedures

The nature of your appointment does not provide you the right to appeal your termination under a negotiated or administrative grievance procedure, nor to appeal it to the Merit Systems Protection Board (MSPB) on its merits.

However, if you believe that this action is taken in whole or part on the basis of discrimination and you wish to file an EEO complaint, contact the Office of Civil Rights National Intake Unit through the voicemail only telephone line at 1-888- WK IT OUT (954-8688) or 1-800-877-8339 (TTY relay service). You may email the National Intake Unit at 9-ACR-EEOComplaint-Services@faa.gov or use https://my.faa.gov/org/staffoffices/acr/eo_complaint_program. The National Intake Unit accepts messages twenty-four (24) hours a day seven (7) days a week from anywhere you can access the Internet. Calls and emails are retrieved during the business workweek only. You must file your EEO complaint no later than forty-five (45) days from the incident or personnel action. If you would like additional information about the informal complaint process, please visit our website link at <https://my.faa.gov/org/staffoffices/acr/civil-rights-wjh-technical-center--washington-hq---eoo-complaint/eoo-rights-and-responsibilities-videos.html> to watch 7 short videos explaining the EEO Complaint process and your roles and responsibilities.

Finally, if you believe this action was taken against you in retaliation for making protected whistleblower disclosures, you may seek corrective action before the U.S. Office of Special Counsel, www.osc.gov.

For a brief period after your termination, you may still utilize the services of the Employee Assistance Program (EAP). This free and confidential program may be able to assist you with issues related to this personnel action, such as financial counseling. You can seek assistance by calling the 24-hour EAP Hotline at 1-800-234-1EAP or visiting the EAP website at www.MagellanAscend.com.

You are to surrender your FAA identification badge and any other Agency property in your possession following the attached Offboarding Guidance.

Your final paycheck, including any accrued leave time, will be issued on the next scheduled payday following your last day of employment. Your health insurance coverage will end the last pay period of your employment. Your coverage will continue at no cost to you for an additional 31 days. For further information regarding retirement and benefits, please contact the Office of Human Resource Management, Benefits Operations Center, at 855-322-2363, or you may email them at Benefits@faa.gov.

We appreciate your service to the Agency and wish you the greatest of success in your future endeavors. For a short period after your separation, you may seek the assistance of the Employee Assistance Program (EAP). This is a free and confidential service that includes referrals for financial counseling, etc. You can seek assistance by calling the EAP Hotline at 1-800-234-1EAP or visiting the EAP website at www.MagellanAscend.com.